

# COMMUNITY WORKFORCE AGREEMENT

Between

**BERNALILLO COUNTY, NEW MEXICO**



and

THE NEW MEXICO BUILDING AND CONSTRUCTION TRADES COUNCIL, ON  
BEHALF OF AND INCLUDING ITS AFFILIATED LOCAL UNIONS

[list affiliated unions]

AND SOUTHWEST REGIONAL CARPENTERS COUNCIL AND LOCAL 1319:

\_\_\_\_\_ 1, 20\_\_ - \_\_\_\_\_ 31, 20\_\_

## **LABOR-MANAGEMENT PARTNERSHIP**

This Community Workforce Agreement (“Agreement”) is by and between the New Mexico Building and Construction Trade Council (“Council”), Southwest Regional Carpenters Council and Local 1319 (“SRCC”) and Bernalillo County, New Mexico (“County”) and is based upon fostering labor-management relations, open communication, construction quality, and workforce efficiency.

### **ARTICLE 1 PRINCIPLES**

A variety of construction skills and crafts will be required to complete the construction work on the construction projects under the jurisdiction of the County. Therefore, the County Commission has determined that taxpayers and citizens within the County would be best served if the construction work on construction projects proceeded in an orderly manner without disruption caused by strikes, work stoppages, picketing, lockouts, slowdowns, or other interference with the work on the Project.

Therefore, in recognition of the special needs of County-funded construction projects and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the contractors agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

Accordingly, each jobsite contractor which participates in any project funded, in whole or in part, by the County in which the total project cost is anticipated to be in excess of seven million dollars (\$5,000,000), shall, as a condition of project participation, execute Appendix “A” hereto which shall be specific to an individual project (“Project”) and shall ensure those jobs and crafts represented by the Council’s affiliated unions (“Unions”) and SRCC and their members are employed by Project contractors and subcontractors which are signatory to collective bargaining agreements (“Labor Agreements”) with such Unions.

### **ARTICLE 2 COVERAGE**

- 2.1 This Agreement will cover site preparation, construction, abatement, demolition, renovation, rehabilitation and improvement under the jurisdiction of the Council’s and affiliated Unions, SRCC’s , affiliated during and related to Project work as described in the attached “Contractor’s Letter of Assent” at Appendix “A,” and incorporated by reference herein.
- 2.2 This Agreement may be utilized on any County construction project where, in the judgement of the County Commission, it would serve the interests of County residents and taxpayers and where the total project cost is anticipated to exceed seven million dollars (\$5,000,000). The Parties agree and understand that the County may, in its discretion,

direct that certain County-funded projects not be covered by this Agreement based the size of the project, the sources of funding, or other factors.

- 2.3 This Agreement shall not apply to any manager, supervisor, or administrative employee or to any offsite manufacture or fabrication, jobsite soil or other testing, to any vendor or supplier, or to others not directly involved in jobsite construction.
- 2.4 This Agreement shall not apply to equipment installation, hauling of materials and supplies to or from construction sites, or other specialized work which falls outside the jurisdiction of the Council's and SRCC's affiliated unions.
- 2.5 This Agreement shall not apply to construction warranty work at the Project jobsite done after the date of Project completion.

### **ARTICLE 3 WAGES, BENEFITS TERMS AND CONDITIONS**

- 3.1 The job classifications and minimum wages and fringe benefits for covered Project work shall be those in the applicable Labor Agreement(s) as referenced at Appendix "A" and attached hereto, which shall also govern jobsite work rules and conditions for covered work.
- 3.2 With the exception of Core Employees, as defined and explained below, each signatory Contractor shall pay fringe benefit contributions to the established union benefit funds in the amounts designated in the applicable Labor Agreement(s); provided however that the Contractor and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees, (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement, and then only to the extent that such are a part of the applicable prevailing wage determination.
- 3.3 Under no circumstances is any signatory Contractor required to make a payment in excess of that required pursuant to the applicable prevailing wage determination; provided, however, that a Contractor is not prohibited from voluntarily making payments to Funds that are established in a local collective bargaining agreement to which it is signatory as required by that agreement.
- 3.4 All mandatory wages and benefits, and other worker protections, shall apply to Project work, including those under the New Mexico Public Works Act and any other applicable local, State and Federal laws and regulations.
- 3.5 Sections 3.1 and 3.2 shall not apply to Core Employees, as defined at Section 4.4, which shall be partially excepted from the Labor Agreement's fringe benefit requirements as follows: In lieu of union fringe benefit contributions under the Labor Agreement(s) the Contractor shall be permitted to provide benefits for its Core Employees under its employer-sponsored benefit plans for: (a) group health insurance, (b) pension/retirement (including 401K Plans), and (3) paid vacation. Where Core Employees are so covered, the

Contractor shall be exempt from the Labor Agreement(s) fringe benefit contribution requirements for Core Employees regardless of whether benefit levels and entitlements for these employer-sponsored benefit plans may differ from those under the Labor Agreement(s).

**ARTICLE 4  
UNION DISPATCH  
AND CORE PROJECT EMPLOYEES**

- 4.1 All covered Project employees shall be properly dispatched to the Project through the union's hiring hall, except as otherwise specifically provided in this Article.
- 4.2 In the event the union is unable, for whatever reason, to promptly dispatch qualified, trained, and competent workers to the Project, then the Contractor may hire jobsite workers outside the hiring hall, from any available source, and this will not count against Core Employee hiring entitlements as described below at Section 4.4.
- 4.3 Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the Union or based upon race, creed, color, sex, age or national origin of such employee or applicant.
- 4.4 Notwithstanding 4.1 above, a Contractor who is not signatory to a current local collective bargaining agreement with a Union having jurisdiction over Project work may employ members of its regular employee workforce, or other employees as it requires for covered work on the Project ("Core Employees") as follows, per each craft:
  - a) The Contractor may hire the first five (5) workers, as Core Employees, without following the dispatch procedures of Section 4.1;
  - b) Of the first ten (10) employees, a maximum of five (5) Core Employees may be directly hired, without following the dispatch procedures of Section 4.1;
  - c) Of any larger workforce, the number of Core Employees may not exceed fifty percent (50%) of the total number of employees, per craft.
- 4.5 The Contractor shall notify the applicable Unions and Union Trust Funds of its use of and identity of Core Employee and shall follow this Agreement and the applicable Labor Agreement(s) with respect to Core Employees with the exceptions specified at Articles 3 and 4 of this Agreement.

## **ARTICLE 5 NO WORK STOPPAGES**

- 5.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article. Any damages resulting from any violation of this Agreement will be paid by the violating party.
- 5.2 The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on
- 5.3 In the event of an area work stoppage in connection with negotiations over any Labor Agreement, Project work shall continue unimpeded, without any work stoppage by the Union.

## **ARTICLE 6 MANAGEMENT RIGHTS**

- 6.1 The Contractor shall retain full and exclusive authority for the management of its operations. This includes, but is not limited to, the right to direct its work force and to establish coordinated working hours and starting times, which shall not be in conflict with the Labor Agreement(s) specified at Appendix "A."
- 6.2 There shall be no limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work. Restrictive practices not a part of the terms and conditions of this Agreement will not be recognized.
- 6.3 The Contractor shall be the sole judge of the number and classifications of employees required to perform Project work and shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the applicable Labor Agreement(s).
- 6.4 Nothing in this Agreement shall be construed to limit the right of any Contractor to select any bidder the Contractor deems qualified for the award of contracts or subcontracts or material, supplies, or equipment purchase orders on the Project. Contractors shall have the

absolute right to award contracts or subcontracts to any qualified business, provided that it executes and complies with this Agreement where covered by this Agreement.

6.5 Nothing contained in this Agreement shall limit the Contractor's right to maintain and enforce its workplace health and safety rules and policies, including rules and policies in connection with ensuring that Project employees are screened and monitored for the use, sale, possession or being under the influence of illegal drugs, controlled substances, or alcohol.

## **ARTICLE 7 JURISDICTIONAL AND OTHER DISPUTES**

7.1 All disputes of any type shall be resolved in accordance with the appropriate dispute resolution procedure and without any disruptions or work stoppages.

7.2 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

7.3 All jurisdictional disputes between or among Building and Construction Trades Unions and employees, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

7.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

7.5 Each Contractor shall conduct a Pre-Job Conference with the representatives from the County, the Council's and SRCC's, and any interested local prior to commencing Project work and after advance notice to all interested parties. The purpose of the Pre-Job Conference is to resolve anticipated jobsite issues without the need for formal dispute resolution.

7.6 Disputes arising over the interpretation or application of any aspect of the Labor Agreement(s) covering the work or issue at issue in the dispute shall be settled in the manner set forth therein.

7.7 Disputes under this Agreement shall be heard and resolved by a Joint Labor-Management Committee ("JLMC") will be formed for each Project and shall consist of the Project Manager, two (2) Union representatives selected by the Project Manager, and two (2) Contractor representatives selected by the Unions. JLMC meetings will be held on a monthly basis, or sooner as may be needed. In addition to resolving disputes under this

Agreement, the purpose of the JLMC meetings is to promote harmonious labor/management relations, ensure adequate communications, and advance the proficiency and efficiency of the workers and the contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project. Representatives of the County may participate in JLMC meetings, at the County's request.

7.8 In the event either party is not satisfied with any JLMC decision regarding a dispute under this Agreement, it may submit the matter to formal binding arbitration by mutually selecting a neutral third-party arbitrator.

## **ARTICLE 8 UNION REPRESENTATION**

8.1 The Contractor recognizes the Council's and its affiliated Unions and SRCC's, as the sole and exclusive bargaining representatives of basic trade craft employees working on the Project within the scope of this Agreement.

8.2 Subject to 8.3 below, the Contractor agrees to deduct Union dues and/or fees weekly in the amount specified in writing by the respective Union on the basis of individually signed payroll deduction authorizations and forward the aggregate of such deductions to the Union on the tenth (10th) day of the following month.

8.3 The Union shall indemnify and hold harmless the Contractor against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken at the request of the Union by the Contractor for the purpose of complying with the provisions of this Article.

8.4 No employee shall be required, pressured, or compelled to join any Union as a condition of being employed, or remaining employed, for the completion of the Project work. Contractor shall, however, require all employees working on the Project, to the extent which this Agreement applies, and if employed for a cumulative total of eight (8) or more working days, to comply with the applicable Union's security provisions for the period during which they are performing on-site Project work to the extent, as permitted by law, of rendering payment of the applicable monthly dues and any working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory unions. However, any employee who is a member of a Union at the time the referring Union refers the employee, shall maintain that membership in good standing while employed on the Project.

8.5 Authorized representatives of the Unions and their Local Unions shall have access to the Project, provided they do not interfere with the work of the employees and, further provided, that such representatives fully comply with the visitor and security rules established for the Project, which include reporting to the Project Contractor job site office immediately upon entry and prior to visiting any individuals on the site for any purpose.

- 8.6 Each Union which represents employees on the Project shall have the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of his or her own employer and not with the employees of any other employer. Stewards shall not investigate any matters, including grievances, during the regular working hours of the Project, except in cases of true safety emergencies and/or the discipline or discharge of an employee of the Steward's employer represented by the Steward's Union.
- 8.7 Where personnel, or vendors visiting or performing work on the Project may be working in close proximity to the construction activities, the Unions agree that Union representatives, stewards, and individual workmen will not interfere in any manner with the Owner's or vendors' personnel or with the work which is being performed by the Owner's or vendors' personnel.

## **ARTICLE 9 HELMETS TO HARDHATS**

- 9.1 The parties to this agreement recognize a desire to facilitate the entry into the construction industry of veterans who are interested in careers in the construction industry. The parties therefore agree to utilize to the maximum extent possible the services of the Center for Military Recruitment, Assessment and Veterans Employment (the Center) and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 9.2 The parties agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Bernalillo County Project and of apprenticeship and employment opportunities for projects covered by this Agreement. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE 10 GENERAL SAVINGS CLAUSE**

- 10.1 The local collective bargaining agreements incorporated as part of this Agreement shall continue in full force and effect until the Contractor and or Union parties to such agreements notify the Project Manager of any mutually agreed upon changes in such agreements and their effective date(s). The Parties agree to recognize and implement such changes on their effective dates. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns or any other disruptive activity affecting the Project by any Union involved in the negotiation of such local collective

bargaining agreements, nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

- 10.3 This Agreement shall preempt any conflicting provision of any Labor Agreement(s).
- 10.4 Any provisions in this Agreement which are in contravention of any federal, state, or local regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limit to which such law or regulation is applicable for the period during which such law or regulation is in effect; but shall not affect the on-going work on the Project.

## **ARTICLE 11**

### **DURATION**

This Agreement will remain in full force and effect from \_\_\_\_\_ through \_\_\_\_\_ and continue year to year until either party gives 30-days written notice by registered or certified mail to change or cancel this Agreement.

\_\_\_\_\_  
For the New Mexico Building and Construction Trade Council  
[name and title of representative]

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Southwest Regional Carpenters Council and Local 1319  
[name and title of representative]

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Bernalillo County New Mexico  
[name and title of representative]

\_\_\_\_\_  
Date

**APPENDIX "A"**

**CONTRACTOR LETTER OF ASSENT**

**COMMUNITY WORKFORCE AGREEMENT  
FOR BERNALILLO COUNTY, NEW MEXICO**

**Project [Title, Address, Anticipated Begin and End Dates]:**

**Contractor Name and License Number:**

**Contractor address:**

**Contractor designated contact, phone, and email**

**Applicable Labor Agreements [List and attach]:**

Contractor, as a successful bidder to perform jobsite work on the Project described above, agrees and assents to be bound by this Community Workforce Agreement, including any amendments thereto, during the duration of Contractor's covered participation in the Project.

**Agreed:**

[Name and Title of Authorized Contractor Representative]

Date

**Approved:**

[County Representative]

Date:

[For New Mexico Building and Construction Trade Council]

Date:

[For Southwest Regional Carpenters Council and Local 1319]

Date